

# getting into the new place

*According to the Norfolk Navy Housing Task Force, the following are some of the considerations you should make when acquiring new housing.*

## HOW MUCH CAN YOU AFFORD TO PAY IN RENT?

To determine what you can comfortably afford to pay in rent, calculate the following information.

- (A) Enter the monthly rent of the property you've located or an estimate of what you think you can afford to pay in rent.
- (B) Make a complete list of all your outstanding debts.
- (C) List base pay. Don't include sea pay, hazardous pay, etc. since these items are subject to fluctuation. The BAQ/VHA for the area where you will be stationed. Also, include your spouse's income or any child support being received or other forms of dependable monthly income. Do not include projected income of your spouse.

Add (A) + (B) and divide that number by (C). If the amount is more than 40% or 45% then the rent is too expensive for you to afford comfortably.

## WHEN YOU HAVE FOUND A PLACE

Before you sign on the dotted line, there are a few things to take into consideration.

- Make sure you see the actual unit you will be renting, not the model, before you enter into any agreement.
- Always thoroughly read the entire lease or sales agreement. If you are unclear or disagree with any part of it and need some assistance, visit your housing or legal office before you sign anything. Be sure your lease includes a military clause (explained in detail below) and is in accordance with your state's rental laws.

## LEASES

The lease is a legal contract between the landlord and you the tenant that is binding in court. It serves as explanation of rights, responsibilities and agreements made between you and the landlord prior to you moving in. A lease should describe the unit you will be renting, the amount of rent agreed upon, when the lease begins and ends (may be upon a 30-day written notice of either you or the landlord) and the landlord's rules and regulations. All blanks should be filled in prior to signing. Furthermore, the lease needs to be in accordance with your state's laws.

In Virginia, if the lease contains a provision prohibited by the Virginia Residential Landlord/Tenant Act (VRLTA), it may not be enforceable in court. For instance, if the property is owned by private parties or the owner has fewer than four units, even if it is managed by an agency, it is not covered under most terms of the VRLTA.

## MILITARY CLAUSES

The military clause permits you to terminate the lease of more than 60 days prior to your detachment from your current duty station. You are required to submit to your landlord a written notice of your intent to vacate, with a copy of your orders. This must be submitted to your landlord no less than 30 days after you receive orders. The military clause in a lease applies only to a PCS more than 35 miles away, TAD/TDY in excess of 90 days, or release from active duty.

The landlord can legally require you to pay "liquidated damages" for early termination of the lease. For example, if you have lived in a rental unit for less than six months and have a lease of 6 to 12 months, the landlord may charge you the equivalent of one month's rent. If you have lived there longer than six months, but less than 12 months, you may be charged up to 50% of a month's rent.

## SECURITY DEPOSITS AND WALK-THROUGHS

A security deposit is not rent and is intended to cover the cost of any repairs or damages that you would be responsible for when you move. The security deposit is usually equal to one month's rent.

Since you will be ultimately responsible for any damages to the unit while you occupied it, it is important that you perform a thorough walk-through of the unit. It is best to do the walk-through in the presence of your landlord so there is no disagreements later on. If the landlord does not provide you with a written, itemized summary of the condition of the unit within five days of you occupying it, you should make your own list of the conditions, sign and date it and provide a copy to your landlord within five days. Keep a copy for your own records. Furthermore, taking photos of the apartment's condition before you move in can make proving your case in court much easier. Provide copies of these photos to your landlord along with the walk-through summary.

If you leave the apartment in the same condition as when you moved in, then your full security deposit should be returned within 30 days of vacating. If deductions were made to the total, you should receive an itemized list of those charges.